EXHIBIT A

FACILITIES AGREEMENT

City of Taylor Lake Village, Texas and the City of El Lago, Texas

This Facilities Agreement is an Interlocal Cooperation Agreement entered into by and between the City of Taylor Lake Village ("Taylor Lake Village") and the City of El Lago ("El Lago"), each a municipal corporation located in Harris County, Texas, (hereinafter referred to, collectively, as "Cities").

Whereas, the Cities agree that Taylor Lake Village will lease to the Lakeview Police Department three hundred twenty-nine square foot (329 sq. ft.), more or less, of the building located at 500 Kirby Blvd., Taylor Lake Village, Texas and more particularly described as the Taylor Lake Village City Hall. The leased enclosed, air-conditioned building space shall be utilized by the Lakeview Police Department for dispatch, emergency management, and related services;

Whereas, the Cities agree that Taylor Lake Village will lease to the Lakeview Police Department 100 square fee, more or less, of the building located at 500 Kirby Blvd, Taylor Lake Village, Texas and more particularly described as the Taylor Lake Village City Hall. The leased enclosed air conditioned building space shall be utilized by the Lakeview Police Department for storage and related services;

Whereas, the Cities agree that El Lago will lease to the Lakeview Police Department one thousand two hundred fifty-five square foot (1,255 sq. ft.), more or less, of the building located at 98 Lakeshore Drive, El Lago, Texas. The leased enclosed, air-conditioned building space shall be utilized by the Lakeview Police Department (LPD) for all law enforcement and police protection functions undertaken by the LPD; and

Whereas, the Cities agree that such building space shall include the right to use such accessary and common areas of the each city such as restroom facilities, parking facilities and other exterior spaces presently used by the LPD for the conduct of its governmental operations;

Now, the continuous bited tackenteethes L passeds Forcilities conflictionises beneam free set for the manufacture of payment and performance stipulated herein, Taylor Lake Village and El Lago, each separately, does hereby lease to and permit the LPD, and LPD does hereby lease an temperature to the temperature of the

3. <u>Fees.</u> The Cities agree that LPD shall compensate each city for the space occupied in an amount equal to building space occupied by the LPD within each respective city's facilities multiplied by a lease and utilities cost amount of \$19.91 per square foot per year. The fees shall be prorated on a monthly basis and deducted from each city's monthly funding payment made under Section 9 of the Interlocal Cooperation Agreement between the Cities. If

the amount of space being used by the LPD in a city increases then, subject to the submittal of a request and approval for the increase in space to the Lakeview Police Board of Commissioners and the approval of both Cities, that increase in space shall be compensated to the city on the same basis as set forth above, with the increased payment being made at the next monthly funding after approval.

4. <u>Liability Insurance</u>.

- a. Each city shall maintain so called "all risk" fire and extended coverage insurance (including vandalism and malicious mischief insurance, and flood insurance) on the building space provided by it for the LPD, with a limit of or in an amount not less than eighty percent (80%) of the replacement value thereof, less the cost of excavations, foundation, footings and underground tanks, conduits, pipes, piling and other underground items. Payments for losses shall be made solely to the city that owns the building incurring the loss.
 - b. Each city shall also insure against property damage and public liability.
- c. Each city shall name the Lakeview Police Department as a named insured on the policies of insurance required herein and provide a copy of such insurance policies to the LPD.

5. <u>Maintenance and Repair</u>.

- a. Each city shall, at its own cost and expense, repair any damage to the foundation, roof, or exterior walls of the Facilities provided for the LPD by that city pursuant to this agreement.
- b. Each city shall maintain and keep at its own expense the Facilities provided for the LPD by that city pursuant to this agreement.
- 6. <u>Utilities</u>. Each city shall provide all utilities (electricity, garbage, gas, sewer and water) for the use of the Facilities provided for the LPD by that city pursuant to this agreement.
- 7. <u>Damage by Casualty</u>. If during the term hereof the Facilities or any part thereof provided by either city shall suffer damages for fire, explosion, providential means or other casualty, then the LPD shall have the option to terminate use of their Facilities.
- 8. Accessibility. Each city, at its sole cost and expense, shall install and maintain all measures necessary to comply with all accessibility legal requirements with respect to the Facilities provided for the LPD by that city.

EXECUTED this <u>20 th</u> day of <u>September</u>, 2012.

CITY OF TAYLOR LAKE VILLAGE, TEXAS

Lilian A	man,	Cenery
Jon Powell Lilia Mayor Protein		KEENEH

ATTEST:

Stacey Pilkinton City Secretary

CITY OF EL LAGO, TEXAS

Brad Emel Mayor

Ann Vernon

City Secretary